

40324703



Superfund

No. 10565.

SPECIAL OWNERSHIP LIST

TRACT II 78-0-40-05-002 (Tax Tract No. 430-Iola City)

That part of the Southeast Quarter  
(SE/4) of Section Twenty-seven (27),  
Township Twenty-four (24) South,  
Range Eighteen (18) East of the  
Sixth Principal Meridian, described  
as follows, to-wit:

Marvin E. Boyer Oil Co.,  
Inc., a Kansas corporation.

Commencing at a point on the South  
line of the right-of-way of the  
County road, which point is 2245.27  
feet North and 1236.74 feet West of  
the Southeast corner of said SE/4  
thence East parallel to the South  
line of the right-of-way of the  
County road 50 feet, thence South  
878.11 feet, more or less, to the  
North line of the right-of-way of  
the Mo. Pac. R. R., which point is  
650 feet West of the west line of  
the right-of-way of the A. T. &  
S. F. R.R., thence West parallel  
to the North line of the right-of-  
way of the Mo. Pac. R.R., 423.82 feet,  
thence North 2° 18' West 701.36 feet,  
thence East 195.36 feet, thence  
North 182.94 feet, thence East 207.53  
feet to the point of beginning.

That the following instruments are filed of record in the office  
of the Register of Deeds of Allen County, Kansas, pertaining to owner-  
ships since approximately 1890:

---1---

W. A. Cowan and C. A. Cowan,  
his wife;

QUIT CLAIM DEED

Dated December 23, 1887

to

Ack. December 23, 1887  
Before J. H. Vannuys, N.P.,  
Allen County, Kansas (SEAL)

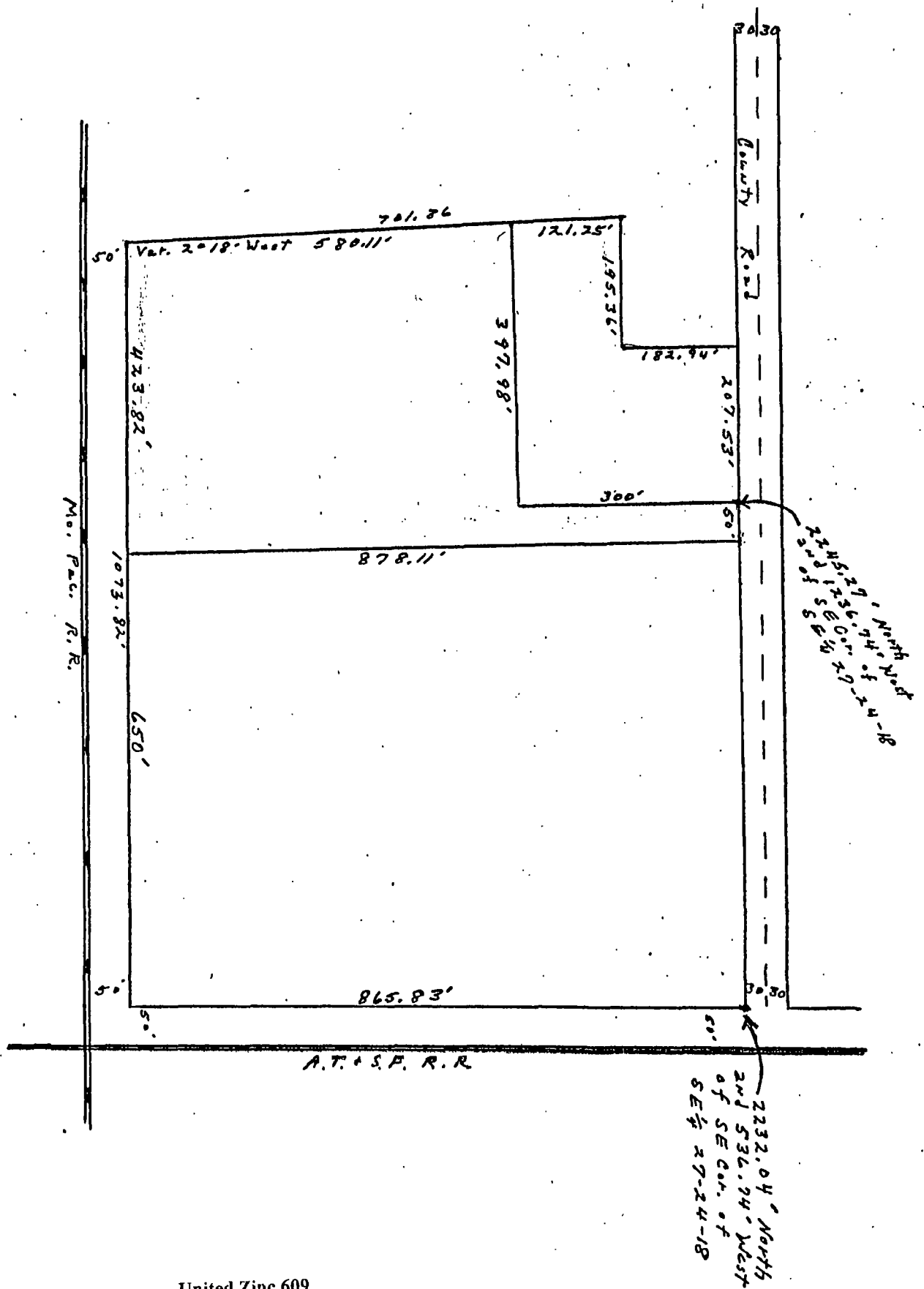
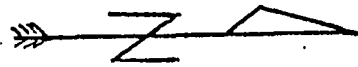
The Iola Carriage and  
Omnibus Company;

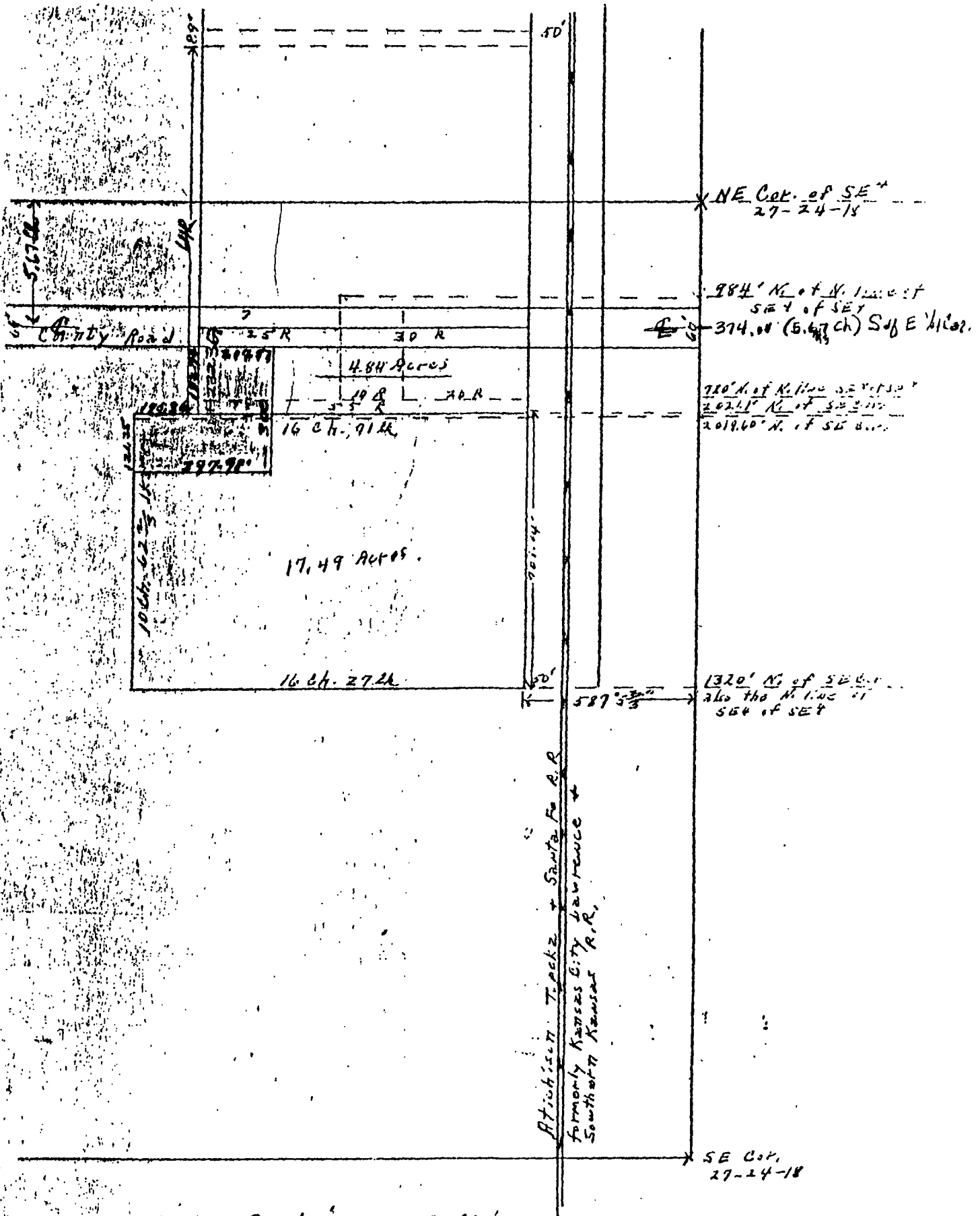
Filed Feb. 4, 1888 at 3 P.M.

Consideration - \$2,320.00

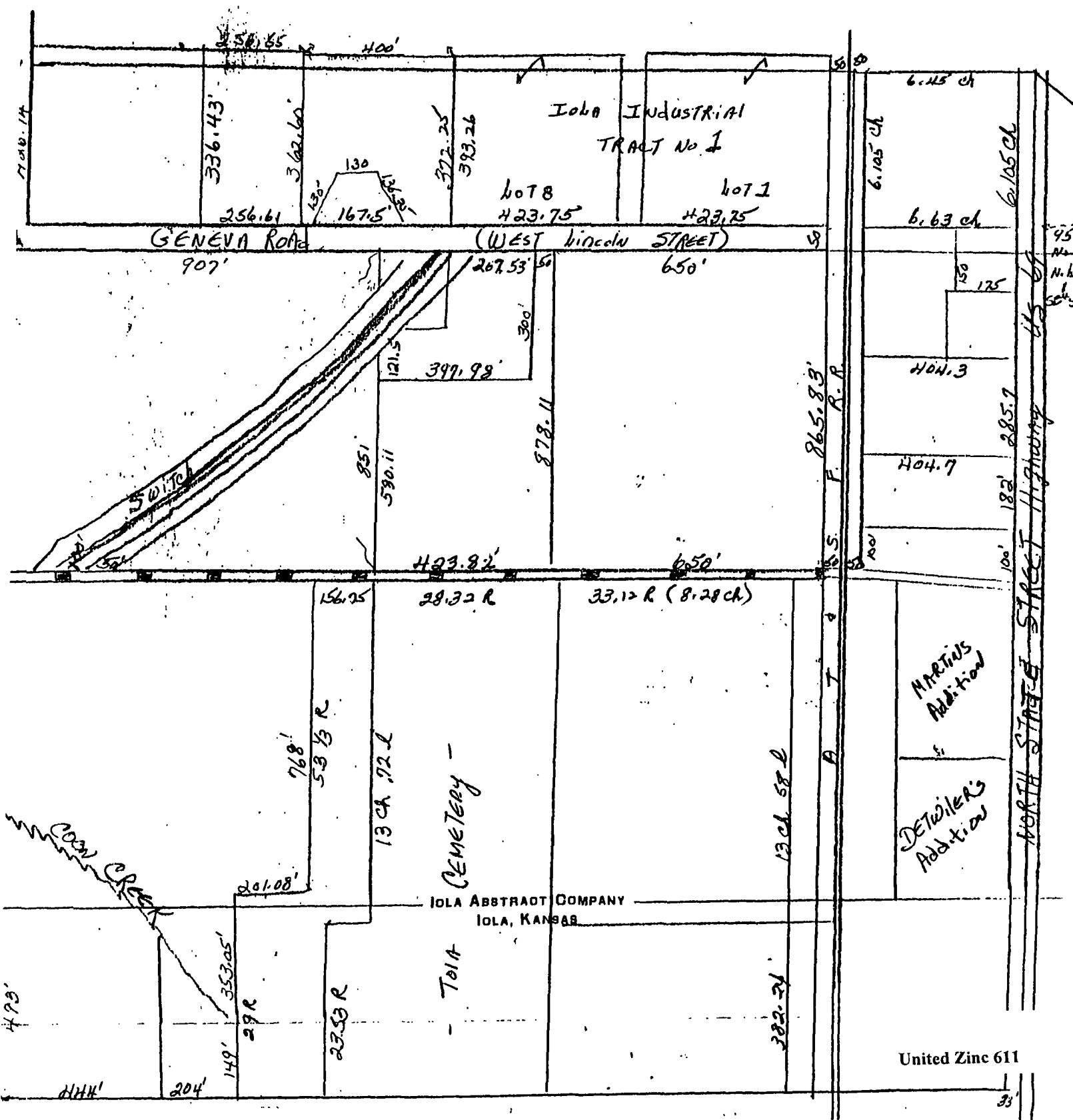
Recorded Book 7, Page 520.

Remise, Release and Quit-Claim:- That part of the SE¼ of section  
27, Township 24 South of Range 18 East, bounded as follows: Commenc-  
ing at a point 1320 feet North and 587 feet and 5 3/4 inches West of  
the South East corner of said SE¼, thence West 16.27 chains, thence  
North 10.60 2/3 chains, thence East 16.71 chains, thence South  
10.60 2/3 chains to the place of beginning and containing 17.49  
acres, more or less.





Center of County Road is 5.67 chains  
South of E is sec. corner



---2---

Mary E. Northrup, (unmarried  
Frank A. Northrup & Alice M.  
Northrup, his wife;  
Lewis L. Northrup & Lettie A.  
Northrup, his wife,  
Delmar P. Northrup and Docia  
A. Northrup, his wife,  
George A. Bowlus and Clara  
Bowlus, his wife, and  
Lissie Hartman, unmarried,  
party of the first part,

to

Robert H. Lanyon and  
William Lanyon, party of  
the second part

LEASE

Dated June 1, 1896

Ack. June 1, 1896

By Mary E. Northrup, unmarried,  
Frank A. Northrup & Alice M.  
Northrup, his wife  
Lewis L. Northrup and  
Lettie A. Northrup, his wife,  
Delmar P. Northrup and Docia  
A. Northrup, his wife, Geo. A.  
Bowlus & Clara Bowlus, his wife,  
Lissie Hartman unmarried, Robert  
H. Lanyon & William Lanyon,  
brothers

Before J. H. Vannuys, N.P.,  
Allen County, Kansas (SEAL)

Filed July 8, 1896 @ 1 P.M.

Recorded Book M-5, Page 135-140.

FOR FULL COPY, SEE FOLLOWING PAGE.

---3---

Robert H. Lanyon and Minnie S. Lanyon, his wife, and William Lanyon and Annie G. Lanyon his wife, the said Robert H. Lanyon and William Lanyon doing business under firm name of Robert Lanyon's Sons'

to

Charles H. Werner,

Consideration - \$100,000.00

ASSIGNMENT

Dated February 11, 1899

Ack. February 11, 1899  
By Robert H. Lanyon and Minnie S. Lanyon, his wife and William Lanyon, and Annie G. Lanyon, his wife,  
Before Frank L. Travis, N.P.,  
Allen County, Kansas (SEAL)

Filed Feb. 17, 1899 @ 10 A.M.

Recorded Book M-6, Page 342.

(U.S.I.R. Stamps Shown \$1.00)

Assigns: All their leasehold interests by them held and secured under a certain lease executed by Mary E. Northrup, Frank A. Northrup and Alice M. Northrup, his wife, Lewis L. Northrup and Lottie A. Northrup, his wife and Delmar P. Northrup and Docia A. Northrup, his wife, George A. Bowlus and Clara A. Bowlus, his wife and Lessie Hartman, to the parties of the first part herein, together with all conveyances and immunities under which the same is held and enjoyed by them in and to the following described premises, to-wit:

That part of the SE $\frac{1}{4}$  of Section 27, township 24 range 18 in Allen County Kansas commencing 1320 feet north and 587 feet and 5  $\frac{3}{4}$  inches West of the south east corner of said SE $\frac{1}{4}$  thence West 16 and twenty-seven one hundreths chains, thence north ten and sixty one hundreths chains, thence east sixteen and seventy one hundreths chains, thence south ten and sixty one hundredths chains to the place of beginning containing seventeen and forty nine hundredthds acres more or less, together with all buildings, priviliges and appurtenances conveyed under said lease, together with all fixtures, appliances, machinery, pipe-lines, wells and all other appurtenances, including tools and office furniture used in said business, or in connection with their said business (except certain pieces of office furniture in use, but not the property of the firm); to hold use and occupy as fully as the said parties of the first part might do under said lease. Said lease bears date, June 1st, 1896, duly executed acknowledged, certified and recorded in Book "5" Miscellaneous records" page 135.

---4---

Charles H. Werner, a single  
person, of the first part

ASSIGNMENT OF LEASES

Dated March 1, 1899

to

Ack. March 7, 1899  
Before Geo. M. Curtis, Jr., N.P.  
State of New York, City of New  
York, County of New York (SEAL)

The Lanyon Zinc Company, a  
corporation of New Jersey,  
of the second part

Filed March 17, 1899 @ 10 A.M.

Recorded Book M-6, Page 499-501.

Consideration - \$1.00

(U.S.I.R. Stamps Shown \$1.00)

Assigns:- all the leasehold interests by him held and secured under a certain lease executed by Mary E. Northrup, Frank A. Northrup and Alice M. Northrup, his wife, Lewis L. Northrup and Lottie A. Northrup, his wife, Delmar P. Northrup and Docia A. Northrup, his wife; George A. Bowlus and Clara A. Bowlus, his wife; and Lessie Hartman, to Robert H. Lanyon and William Lanyon, doing business under the firm name of Robert Lanyon's Sons Spelter Company, and by the said Robert H. Lanyon and William Lanyon duly assigned to the party of the first part by conveyance filed for record in the office of the Register of Deeds of Allen County, Kansas, on February 17, 1899, at 10 o'clock A.M. and duly recorded in Book 6 at page 342.

Together with all rights, privileges and immunities thereunder, in and to the following described premises, to-wit:

That part of the SE $\frac{1}{4}$  Section 27, Township 24 range 18 in Allen County, Kansas: Commencing thirteen hundred and twenty feet north and five hundred and eighty seven feet and five and three fourths inches west of the southeast corner of said SE $\frac{1}{4}$  thence West 16 and 27/100 chains, thence north 10.60 chains, thence East 10.70 chains, thence south 10.60 chains to the place of beginning, containing 17.49 acres more or less together with all buildings, privileges and appurtenances conveyed under said lease, together with all fixtures, appliances, machinery, pipelines, wells and all other appurtenances, including tools and office furniture used in said business or in connection with their said business to hold use and occupy as fully as the said party of the first part might do as assignee under said lease

Said lease bears date June 1st, 1896, duly executed acknowledged, certified and recorded in Book 5 Miscellaneous Records, page 135.

---5---

Lanyon Zinc Company, By Lowell  
M. Palmer, Prest., Attest: E.L.  
Judson, Secy. (SEAL)

## SPECIAL WARRANTY DEED

Dated February 10, 1911

to

Ack. February 10, 1911  
Before Clarence N. Hodge, N.P.,  
City, County and State of  
New York (SEAL)

Edmund L. Judson;

Filed Feb. 22, 1911 @ 8 A.M.

Consideration - \$10.00

Recorded Book 57, Page 122.

Conveys:- All real estate, and all other property sold as real estate at a sale made by the sheriff of Allen County in the State of Kansas, the 11th day of April, 1910, pursuant to an order of sale issued in civil action No. 8464 then pending in the District Court of said county, wherein the Trust Company of America, Trustee was plaintiff, and Lanyon Zinc Company et al were defendants, xx xx xx

xx xx xx

3. Commencing at a point 720 feet north of the north line of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of 27-24-18, and 50 feet west of the center of the right of way of the Kansas City, Lawrence and Southern Kansas Railway, thence west 30 rods, thence north 16 rods, thence east 30 rods, thence south 16 rods to place of beginning, containing 3 acres, more or less.

xx xx xx

6. Commencing 984 feet north of the north line of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of 27-24-18 and on the west line of the right of way of the Leavenworth, Lawrence and Galveston Railway; thence west 30 rods; thence south 16 rods; thence west 25 rods; thence north 64 rods; thence east to the west line of the right of way of said railroad; thence south following the west line of said right of way to place of beginning, containing 19 acres, more or less.

xx xx xx

All the rights, title and interests and privileges of the Lanyon Zinc Company, as assignee or otherwise, in to and under the following:

1. A certain lease or contract in the nature of lease executed by Frank A. Northrup et al. to Robert H. Lanyon and William Lanyon dated June 1, 1896, and recorded in Misc1, book 5, page 135.

xx xx xx

also all implements, fixtures, furniture, supplies, stock, leases, contracts, rights, franchises and all other property real personal or mixed, of every nature whatsoever now owned by said Lanyon Zinc Company or its said receiver.

The sale of the above mentioned lease or contract in the nature of lease executed by Frank A. Northrup, et al. to Robert H. Lanyon and William Lanyon dated June 1, 1896, and recorded in Misc1 book 5, at page 135, in the office of Register of Deeds of Allen County, Kansas, and being a lease on that part of the SE $\frac{1}{4}$  of 27-24-18, Allen County, Kansas, commencing 1320 feet north, and 587 feet and 5  $\frac{3}{4}$  inches west of the SE corner of said SE $\frac{1}{4}$ , thence west 16.27 chains, thence north 10.60 chains, thence 16.71 chains, thence south 10.60 chains to the place of beginning, containing 17.49 acres more or less, shall be subject to the rights of Mary E. Northrup, Frank A. Northrup, Lewis L. Northrup, Delmer P. Northrup, Clara Bowlus, Thomas H. Bowlus, Charles W. Bowlus, George R. Bowlus, Bruce Bowlus, Clara E. Bowlus, Hazel E. Bowlus, Lee V. Bowlus, Margaret B. Funk, H. H. Funk, Neva H. Funk, and Roy B. Funk, under and by virtue of said lease or contract.



---6---

Edmond L. Judson, and Marion  
L. Judson, his wife,

## QUIT CLAIM DEED

Dated March 9, 1911

to

Ack. March 9, 1911  
Before T. H. Spratt, N.P.,  
for City of N.Y., Richmond Co.,  
State of N.Y. (SEAL)

Lanyon Zink Smelting Company,  
a corporation,

Filed March 16, 1911 @ 11 A.M.

Consideration - \$1.00

Recorded Book 57, Page 141.

Release and Quit-Claim all their right, title and interest in and to all real estate and other property sold as real estate at a sale made April 11, 1910, under an order of sale ssued in civil action No. 9464, including:

xx xx xx

3. Commencing at a point 720 feet north of the north line of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of 27-24-18, and 50 feet west of the center of the right of way of the Kansas City, Lawrence and Southern Kansas Railway, thence west 30 rods, thence north 16 rods, thence east 30 rods, thence south 16 rods to place of beginning, containing 3 acres, more or less.

xx xx xx

6. Commencing 984 feet north of the north line of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of 27-24-18, and on the west line of the right of way of the Leavenworth, Lawrence and Galveston Railway; thence west 30 rods; thence south 16 rods; thence west 25 rods; thence north 64 rods; thence east to the west line of the right of way of said railroad; thence south following the west line of said right of way to place of beginning, containing 19 acres, more or less.

xx xx xx

All the rights, title and interests and privileges of the Lanyon Zinc Company, as assignee or otherwise, in to and under the following:

1. A certain lease or contract in the nature of lease executed by Frank A. Northrup etal. to Robert H. Lanyon and William Lanyon dated June 1, 1896, and recorded in Misc1, book 5, page 135.

xx xx xx

all other property real personal or mixed, of every nature whatsoever for use in or about works.

The sale of the above mentioned lease or contract in the nature of lease executed by Frank A. Northrup etal, to Robert H. Lanyon and William Lanyon dated June 1, 1896, and recorded in Misc1 book 5, at page 135, in the office of Register of Deeds of Allen County, Kansas, and being a lease on that part of the SE $\frac{1}{4}$  of 27-24-18, Allen County, Kansas, commencing 1320 feet north, and 587 feet and 5 3/4 inches west of the SE corner of said SE $\frac{1}{4}$ , thence west 16.27 chains, thence north 10.60 chains, thence 16.71 chains, thence south 10.60 chains to the place of beginning, containing 17.49 acres more or less, shall be subject to the rights of Mary E. Northrup, Frank A. Northrup, Lewis L. Northrup, Delmer P. Northrup, Clara Bowlus, Thomas H. Bowlus, Charles W. Bowlus, George R. Bowlus, Bruce Bowlus, Clara E. Bowlus, Hazel E. Bowlus, Lee V. Bowlus, Margaret B. Funk, H. H. Funk, Neva H. Funk, and Roy B. Funk, under and by virtue of said lease or contract.

xx xx xx

---7---

Lanyon Zinc Smelting Company  
By Lowell M. Palmer, President.  
Attest: C. L. Judson, Secy.  
(SEAL)

RELEASE OF SMELTER SITE LEASE

Dated December \_\_\_, 1911

Ack. December 11, 1911  
Before Myler M. Bourke, N.P.,  
City, County and State of  
New York, (SEAL)

Filed Dec. 23, 1911 @ 9 A.M.

Consideration of the premises.

Recorded in Book M-23, Page 478.

THIS INSTRUMENT WITNESSETH:

THAT WHEREAS, by written agreement of date June 2, 1896 Mary E. Northrup and the other heirs of L. L. Northrup, deceased, and George A. Bowlus and others leased to Robert H. Lanyon and William Lanyon for use in smelting zinc or other ores, certain real estate situated in Allen County, in the State of Kansas, and more particularly described as follows, to-wit: That part of the South-east quarter ( $\frac{1}{4}$ ) of section twenty seven (27) township twenty four (24), Range eighteen (18) commencing 1320 feet north and 587 feet and 5  $\frac{3}{4}$  inches west of the south-east corner of said southeast quarter ( $\frac{1}{4}$ ), thence west 16.27 chains, thence north 10.60 chains, thence east 16.71 chains, thence south 10.60 chains to the place of beginning and containing about 17.49 acres, with the buildings and appurtenances thereunto belonging except certain personal property located in said buildings; and,

WHEREAS, Lanyon Zinc Smelting Company has succeeded to the rights of the lessees named in said lease and certain matters of difference between said company and the present owners of said real estate were adjusted and settled by written contract executed the 21st day of November, 1911, and it is desired to release and discharge said lease;

NOW, THEREFORE, in consideration of the premises and pursuant to said contract of settlement, said Lanyon Zinc Smelting Company, a corporation, hereby releases and forever discharges said lease June 2, 1896, it being understood and agreed however, that nothing herein shall be construed to release or discharge the rights possessed by said Lanyon Zinc Smelting Company under said Contract of November 21, 1911.

---8---

Lanyon Zinc Smelting Co.  
By Lowell M. Palmer, President  
Attest: Chas. G. Meyer, Secretary  
(SEAL)

to

J. B. Kirk;

Consideration - \$1.00

ASSIGNMENT OF NORTHROP -  
BOWLUS CONTRACT

Dated July 29, 1912

Ack, July 29, 1912  
Before James A. Byrne, N. P.,  
N. Y. County, N. Y. (SEAL)

Filed Aug. 3, 1911 @ 11 A. M.

Recorded Book M-22, Page 117.

THIS INSTRUMENT WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable consideration duly paid, receipt of which is hereby acknowledged, Lanyon Zinc Smelting Company, a corporation as first party, hereby sells, assigns, transfers, sets over and delivers unto ----- J. B. Kirk ----- as second party all of its right, title, and interest in and to the written agreement of date November 21st, 1911 wherein Mary E. Northrup, Clara Bowlus and others are first parties, and Lanyon Zinc Smelting Company, a corporation, is second party, by which said agreement the parties thereto in substance among other things settled and adjusted certain differences arising under lease of date June 2, 1896, from Mary E. Northrup and others to Robert H. Lanyon and others, covering part of the SE $\frac{1}{4}$  of Section 27, Township 24, Range 18 in Allen County, Kansas, and second party agrees to perform the obligations of first party thereunder.

---9---

J. B. Kirk,

ASSIGNMENT OF NORTHRUP-BOWLUS  
CONTRACT

Dated August 20, 1912

to

Ack. August 20, 1912  
Before J. E. Powell, N.P.,  
Allen County, Kansas (SEAL)

The J. B. Kirk Gas and  
Smelting Company

Filed Aug. 21, 1912 @ 10 A.M.

Consideration - \$1.00

Recorded Book M-22, Page 132.

Assigns:-

all his right, title and interest in and to the written agreement, of date November 21st, 1911 wherein Mary E. Northrup, Clara Bowlus; and others are first parties, and Lanyon Zinc Smelting Company, a corporation, is second party, by which said agreement the parties thereto in substance among other things, settled and adjusted certain differences arising under lease of date June 2, 1896, from Mary E. Northrup and others to Robert H. Lanyon and others, covering part of the South-east Quarter ( $\frac{1}{4}$ ) of Section 27, Township 24, Range 18 in Allen County, Kansas, and second party agrees to perform the obligations of first party thereunder.

---10---

Margaret B. Funk, and  
H. H. Funk, her husband,  
Neva H. Funk, (single) Roy  
B. Funk and Vyrna Funk,  
his wife; being the sole  
surviving heirs of Lissie  
Hartman, deceased.

to

L. L. Northrup and Thomas H.  
Bowlus,

Consideration - \$1.00.

QUIT CLAIM DEED

Dated October 21, 1911

Ack. October 24, 1911  
By Margaret B. Funk and H. H.  
Funk, her husband; and Neva H.  
Funk, (single)  
Before D. B. Ponsler, N.P.,  
Allen County, Kansas (SEAL)

Ack. October 23, 1911  
By Roy B. Funk, and Vyrna A.  
Funk, his wife,  
Before Robert A. Ziebold, N.P.,  
Haskell County, Oklahoma (SEAL)

Filed Oct. 25, 1911, @ 10 A.M.

Recorded Book 56, Page 175.

Remise, Release and Quit Claim:- That part of the SE $\frac{1}{4}$  of  
Section 27, Township 24, Range 18 in Allen County State of Kansas,  
commencing 1320 feet north, and 587 feet and 5  $\frac{3}{4}$  inches west  
of the south east corner of said SE $\frac{1}{4}$ , thence west 16.27 chains thence  
north 10.60 chains; thence east 16.71 chains; thence south 10.60  
chains to place of beginning, Containing 17.49 acres more or less.

Margaret B. Funk  
H. H. Funk  
Neva H. Funk  
Roy B. Funk  
Vyrna A. Funk

---11---

Mary E. Northrup, widow; Frank A. Northrup, widower; L. L. Northrup, and Lettie A. Northrup, his wife; and Delmer P. Northrup and Docia A. Northrup, his wife, they being the widow and sole surviving heirs of L. L. Northrup, deceased; and Clara Bowlus, widow; Thomas H. Bowlus, a single man; Charles W. Bowlus, a single man; George R. Bowlus and Ethel Bowlus, his wife; Bruce J. Bowlus and Florence M. Bowlus, his wife; Clara E. Bowlus, a single woman; Hazel E. Bowlus, a single woman; Lee V. Bowlus and Hazel Bowlus, his wife, being the widow and sole surviving heirs of George A. Bowlus, deceased.

to

The J. B. Kirk Gas & Smelting Company;

Consideration - \$1.00

Convey and Warrant:- That part of the SE $\frac{1}{4}$  of Section 27, Township 24, Range 18 bounded as follows, viz: Commencing at a point 1320 feet North and 587 feet 5  $\frac{3}{4}$  inches west of the South-east corner of said SE $\frac{1}{4}$ , running thence west 16.27 chains, thence North 10.60 chains, thence east 16.71 chains, thence South 10.60 chains to place of beginning, containing 17 $\frac{49}{100}$  acres, more or less.

Also all power plant machinery owned by us and located on said premises consisting of engines, boilers, generators, foundations, and all other machinery and parts pertaining thereto, except taxes for the year 1914 which the grantee hereby assumes and agrees to pay.

Signed:

F. A. Northrup  
Lewis L. Northrup  
 Lettie A. Northrup  
 Delmer P. Northrup  
 Docia A. Northrup  
 Bruce J. Bowlus  
 Florence M. Bowlus  
 Thomas H. Bowlus  
 Charles W. Bowlus

## WARRANTY DEED

Dated November 19, 1914

Ack. November 19, 1914

By Mary E. Northrup, widow;  
 Frank A. Northrup, widower;  
Lewis L. Northrup and Lettie A. Northrup, his wife, Delmer P. Northrup and Docia A. Northrup, his wife; Clara Bowlus, widow; Thomas H. Bowlus, a single man; Charles W. Bowlus, a single man; George R. Bowlus and Ethel Bowlus, his wife; Clara E. Bowlus, a single woman; Hazel E. Bowlus, a single woman; and Lee V. Bowlus and Hazel Bowlus, his wife;  
 Before Craigie J. McDowell, N.P.  
 Allen County, Kansas (SEAL)

Ack. November 25, 1914

By Bruce J. Bowlus and Florence M. Bowlus, his wife;  
 Before G. W. Lawyer, N. P.,  
 Los Angeles Co. Calif. (SEAL)

Filed June 16, 1915 at 3 P.M.

Recorded Book 59, Page 121

---12---

Sarah I. McDonald (widow),  
Dennis McCarty and Emma McCarty,  
his wife; J. W. Todd and Harriet  
I. Todd, his wife, by Sarah I.  
McDonald, their Atty. in fact;  
John M. McDonald and L. A.  
McDonald, husband and wife;

to

A. J. Fulton and S. A. Tozer;

Consideration - \$550.00.

Convey and Warrant:- Commencing 720 feet North of the North  
line of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section Number 27, Township Number 24  
South of Range Number 18 East and 50 feet West of the track of the  
Kansas City, Lawrence and Southern Kansas Railroad, Thence West 55  
rods, thence North 64 rods, thence East 55 rods, thence South parallel  
with and within 50 feet of the said railroad track to the place of  
beginning, containing 22 acres, more or less.

Signed: Sarah I. McDonald  
Dennis McCarty  
Emma McCarty  
J. W. Todd & Harriet I. Todd  
By Sarah I. McDonald,  
their Atty. in fact  
John M. McDonald  
L. A. McDonald

WARRANTY DEED

Dated December 2, 1881

Ack. December 2, 1881

By Sarah I. McDonald (a widow);  
Dennis McCarty and Emma McCarty,  
his wife; J. W. Todd and Harriet  
I. Todd, his wife, by Sarah I.  
McDonald, their Atty. in fact;  
and John M. McDonald and L. A.  
McDonald, his wife;  
Before B.O. Davidson, N. P.,  
Allen County, Kansas (SEAL)

Filed Dec. 3, 1881 at 10 A.M.

Recorded Book "V", Page 367.

---13---

A. J. Fulton and Mary J.  
Fulton, his wife;

to

S. A. Toser;

Consideration - \$400.00

WARRANTY DEED

Dated December \_\_\_\_, 1883

Ack. December 17, 1883  
Before Geo. A. Bowlus, N.P.,  
Allen County, Kansas (SEAL)

Filed July 28, 1886 at 9 A.M.

Recorded Book 6, Page 175

Convey and Warrant:- The undivided one half of the following:  
commencing 720 feet North of the North line of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$   
of Section 27, Township 24 South of Range 18 East and 50 feet West  
of the track of the Kansas City Lawrence and Southern Kansas Rail-  
road, thence West 55 rods, thence North 64 rods, thence East Fifty  
(55) rods, thence south parallel with and within 50 feet of the said  
railroad tract to the place of beginning, containing 22 acres, more  
or less.



---14---

Seth Tozer, a widower and  
sole heir at law of Sarah  
A. Tozer, deceased;

to:

William Lanyon and  
Josiah Lanyon;

Consideration - \$1,425.00

WARRANTY DEED

Dated June 2, 1897

Ack. June 2, 1897  
By Seth Tozer, a widower  
Before H.L. Henderson, NP,  
Allen County, Kansas (SEAL)

Filed Feb. 12, 1898 at 1 P.M.

Recorded Book 22, Page 173

Convey and Warrant:- Commencing 984 ft. North of the North line  
of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 27, Township 24 South of Range 18  
East; and on the West line of Right of Way of the Leavenworth, Law-  
rence & Galveston Rail-way, thence West 80 rods, thence South 16 rods,  
thence West 25 rods, thence North 64 rods, thence East to the west  
line of the Right of way of said rail road; thence South, following  
the West line of said right of way to place of beginning, containing  
19 acres, more or less.

---15---

William Lanyon, Jr., Maria  
Lanyon, his wife, and Cyrus  
Lanyon, and Mary J. Lanyon,  
his wife and Josiah Lanyon,  
and Jane Lanyon, his wife;

to

George M. Curtis, Jr.

Consideration - \$75,000.00

Convey and Warrant:- Commencing 984 feet north of the north line of  
the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of section 27, township 24 south of range 18 east  
and on the west line of the right of way of the Leavenworth, Lawrence  
& Galveston Railway, thence west 30 rods, thence south 16 rods, thence  
west 25 rods, thence north 64 rods, thence east to the west line of  
the right of way of said railroad, thence south following the west  
line of said right of way to the place of beginning, containing 19  
acres, more or less; xx xx xx (other property described) xx xx xx.

WARRANTY DEED

Dated February 10, 1899

Ack. February 10, 1899  
By William Lanyon, Jr.,  
Before J.H. Henderson, N. P.,  
Allen County, Kansas (SEAL)

Ack. February 13, 1899  
By Cyrus Lanyon and Mary J. Lanyon,  
his wife and Maria Lanyon, the  
wife of William Lanyon, Jr.,  
Before E. Y. Hutchinson, N. P.,  
Iowa County, Wisconsin, (SEAL)

Ack. February 16, 1899  
By Josiah Lanyon and Jane  
Lanyon, his wife;  
Before Rob't T. Stickrey, N.P.,  
Jasper County, Missouri (SEAL)

Filed Feb. 17, 1899 at 10 A. M.

Recorded Book 23, Page 432

(U.S.I.R. Stamp Shown \$75.00)

---16---

George M. Curtis, Jr.,  
a single person

to

The Lanyon Zinc Company, a  
corporation of New Jersey;

Consideration - \$1.00

WARRANTY DEED

Dated March 1, 1899

Ack. March 7, 1899.  
By George M. Curtis, Jr.,  
a single person;  
Before Wm. H. Bogert, N.P.,  
New York County, N.Y. (SEAL)

Filed Mar. 17, 1899 at 10 A.M.

Recorded Book 23, Page 501

(U.S.I.R. Stamps Shown \$110.00)

Convey and Warranty: Commencing 984 feet north of the north line of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of section 27, township 24 south of range 18 east and on the west line of the right-of-way of the Leavenworth, Lawrence and Galveston Railway, thence west 30 rods, thence south 16 rods, thence west 25 rods, thence north 64 rods, thence east to the west line of the right of way of said railroad, thence south following the west line of said right of way to the place of beginning, containing 19 acres, more or less.

xx xx xx (other property described) xx xx xx.

Signed: Geo. M. Curtis, Jr.

---17---

Charles H. Werner, a single person;

to

The Lanyon Zinc Company, a corporation of the State of New Jersey;

Consideration \$1.00

Convey and Warranty: - xx xx xx (4) Commencing at a point 720 feet north of the North line of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of section 27, Township 24, Range 18 and 50 feet west of the center of the right of way of The Kansas City, Lawrence & Southern Kansas Railway, thence west 30 rods, thence north 16 rods, thence east 30 rods, thence south 16 rods to the place of beginning, containing 9 acres,

WARRANTY DEED

Dated March 1, 1899

Ack. March 7, 1899  
Before Geo. M. Curtis, Jr.,  
N.P., New York Co. N.Y. (SEAL)

Filed Mar. 17, 1899 @ 10 A.M.

Recorded Book 23, Page 497.

(U.S.I.R. Stamps Shown \$178.50)

---18---

Lanyon Zinc Smelting  
Company, a corporation;

QUIT CLAIM DEED

Dated July 29, 1912

Ack. July 29, 1912

By Lowell M. Palmer, President  
of Lanyon Zinc Company, a  
corporation;

Before James A. Byrne, N. P.,  
New York County, N.Y. (SEAL)  
Certificate of W.F. Schneider,  
Clerk as to the capacity of James  
A. Byrne, a N.P. made July 30,  
1912 in State of New York, County  
of New York (SEAL)

to

J. B. Kirk

Filed Aug. 3, 1912 at 11:00 A.M.

Consideration - \$1.00

Recorded Book M-22, Page 129

Remise, Release and Quit-Claim:~ xx xx (3) A tract bounded as follows: Commencing at a point 720 feet north of the north line of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 27, township 24, Range 18 and 50 feet west of the center of the right-of-way of the Kansas City, Lawrence & Southern Kansas Railway Company (now the Atchison, Topeka & Santa Fe Railway Company), thence west 30 rods, thence north 16 rods, thence east 30 rods, thence south 16 rods to place of beginning, containing 3 acres, more or less.

(4) A tract bounded as follows: Commencing at a point 984 feet north of the north line of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 27, Township 24, Range 18, on the west line of the right-of-way of the Leavenworth, Lawrence & Galveston Railroad Company (now the Atchison, Topeka & Santa Fe Railway Company), running thence west 30 rods, thence south 16 rods, thence west 25 rods, thence north 64 rods, thence east to the west line of the right-of-way of said railway, thence south following the west line of said right-of-way to the place of beginning, containing 19 acres, more or less;

xx xx xx

Attest: Chas. G. Meyer,  
Secretary;

Signed: LANYON ZINC SMELTING COMPANY  
(SEAL) By Lowell M. Palmer, President

---19---

J. B. Kirk and Estella M.  
Kirk, his wife;

to

The J. B. Kirk Gas &  
Smelting Company;

Consideration - \$1.00

QUIT CLAIM DEED

Dated August 20, 1912

Ack. August 20, 1912  
Before J. E. Powell, N. P.,  
Allen County, Kansas (SEAL)

Filed Aug. 20, 1912 at 10 A.M.

Recorded Book M-22, Page 141

Remise, Release and Quit-claim:- xx xx xx 3. A tract bounded as follows: Commencing 720 feet north of the north line of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 27, Township 24, Range 18 and 50 feet west of the center of the right-of-way of the Kansas City, Lawrence & Southern Kansas Railway Company (now the Atchison, Topeka, & Santa Fe Railway Company), thence west 30 rods, thence North 16 rods, thence east 30 rods, thence South 16 rods to place of beginning, containing 3 acres, more or less.

4. A tract bounded as follows: Commencing at a point 984 feet North of the North line of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 27, Township 24, Range 18 on the west line of the Right-of-way of the Leavenworth, Lawrence & Galveston Railroad Company, (now the Atchison, Topeka & Santa Fe Railway Company), running thence west 30 rods, thence south 16 rods, thence west 25 rods, thence North 64 rods, thence east to the west line of the Right-of-way of said railway, thence South following the west line of said right-of-way to the place of beginning, containing 19 acres, more or less.

---20---

The J. B. Kirk Gas & Smelting Company, a corporation under the laws of the State of Kansas, as First Party

to

United States Smelting Company, a corporation under the laws of the State of Maine, as Second Party witnesseth,

Consideration \$350,000.00

WARRANTY DEED-For Real Estate Assignment of Leases, Gas and Oil Reservations, and Pipe Lines.

Dated June 30, 1915

Ack. June 30, 1915  
By J. B. Kirk, as President of  
The J. B. Kirk Gas & Smelting Company, a corporation,  
Before Earl Pendell, N.P.,  
Jackson County, Mo. (SEAL)

Filed July 2, 1915 @ 2:30 P.M.

Recorded Book M-24, Page 534.

(U.S.I.R. Stamps Shown \$350.00)

FIRST: That said first party for and in consideration of the sum of \$350,000.00 Dollars (receipt whereof is hereby acknowledged), has sold, and does hereby Grant and Convey unto said second party, its successors and assigns, certain tracts of real-estate situated in Allen County, in the State of Kansas, and more particularly described and bounded as follows, to-wit:

(1) That part of the SE $\frac{1}{4}$  of section 27, Township 24, range 18, bounded as follows: Beginning at a point 1320 feet north, and 587 feet and 5-2/3 inches west of the southeast corner of the SE $\frac{1}{4}$  of said section 27, bunning thence west 16 chains, and 27 links, thence north 10 chains and 62-2/3 links, thence east 16 chains and 71 links, thence south 10 chains and 60-2/3 links, the place of beginning, containing 17.49 acres, more or less;

(2) that part of said SE $\frac{1}{4}$  of said section 27, bounded as follows: Beginning at a point 50 ft. west of the center of the railroad right-of-way of the Kansas City Lawrence & Southern Kansas Railway Company (now Atchison, Topeka & Santa Fe Railway Company) and 2,019.6 feet north of the south line of said SE $\frac{1}{4}$ , running thence west 55 rods, thence north 232.36 feet to the south line of public highway, thence east along said line 55 rods, thence south 232.36 feet to the place of beginning, containing 4.84 acres more or less;

(SEAL) The J. B. Kirk Gas & Smelting Company,  
By J. B. Kirk President

Attest: Thos. H. Bowlus, Secretary.

---21---

United States Smelting Company,  
a corporation of Maine, By W.G.  
Sharp, President, Attest: Wil. W.  
Rice, Asst. Secy. (SEAL)

to

The J. B. Kirk Gas and  
Smelting Company; a corporation;

Consideration - \$1.00

WARRANTY DEED

Dated July 6, 1916

Ack. July 6, 1916  
Before Philip E. Coyle, N.P.,  
Suffolk County, Mass. (SEAL)

Filed Aug. 16, 1916 at 9 A.M.

Recorded Book 59, Page 334.

(U.S.I.R. Stamps Shown \$100.00)

Convey and Warrant: (1) That part of SE $\frac{1}{4}$  of Section 27, Township 24, Range 18 bounded as follows: Beginning at a point 1320 feet North and 587 feet 5  $\frac{2}{3}$  inches West of the Southeast Corner of the SE $\frac{1}{4}$  of said Section 27; running thence West 16 chains and 27 links; thence North 10 chains 62  $\frac{2}{3}$  links; thence East 16 chains and 71 links; thence South 10 chains and 60  $\frac{2}{3}$  links to the place of beginning, containing 17.49 acres, more or less.

(2) That part of SE $\frac{1}{4}$  of said Section 27, Beginning at a point 50 feet West of the center of the Railroad right of way of Kansas City Lawrence & Southern Kansas Railway Company (now the Atchison, Topeka & Santa Fe Railway Company) and 2019.6 feet North of the South line of said SE $\frac{1}{4}$  running thence West 55 Rods; thence North 232.36 feet to south line of public highway, thence east along said line 55 rods, thence South 232.36 feet to beginning, containing 4.84 acres, more or less.

xx xx xx

Except all taxes for the year 1916 and thereafter.



---22---

The J. B. Kirk Gas and  
Smelting Company;

LEASE

Dated August 28, 1953

Ack. August 28, 1953

By J. B. Kirk, Pres. of The  
J. B. Kirk Gas & Smelting  
Company, and Stanley Kirk,  
Secretary of said Company;  
Before G. E. Pees, N. P.,  
Allen County, Kansas (SEAL)

to

J. B. Kirk;

Filed Sept. 8, 1953 @ 10:20 A.M.

Consideration - \$1.00

Recorded Book M-52, Page 105.

Witnesseth, That lessor, for and in consideration of the sum of one dollar, the receipt of which is hereby acknowledged and in consideration of the covenants and agreements hereinafter contained and provided to be paid, kept and performed by lessee, does hereby let and lease to the lessee, for the sole and only purpose of quarrying by strip pit or other quarrying operations, crushing, screening, storing and removing the cinder residue from zinc smelters and smelting operations formerly carried on on the following property located in Allen County, Kansas, to-wit:

(Known as Dump No. THREE) That part of the SE $\frac{1}{4}$  of Section 27, Township 24, Range 18, bounded as follows:

Beginning at a point 1320 feet north and 587 feet, 5-2/3 inches west of the southeast corner of the SE $\frac{1}{4}$  of said Section 27, thence west 16 chains and 27 links, thence north 10 chains and 62-2/3 links, thence east 16 chains and 71 links, thence south 10 chains and 60-2/3 links to the place of beginning, containing 17.49 acres, more or less; and,

That part of the SE $\frac{1}{4}$  of Section 27, Township 24, Range 18, bounded as follows:

Beginning at a point 50 feet west of the center of the Railroad right-of-way of the K.C.L. & S.K. Ry. Co. (now the A.T. & S.F. Ry Co.) and 2019.6 feet north of the south line of said SE $\frac{1}{4}$ , thence west 55 rods, thence north 232.36 feet to the south line of the public highway, thence east along said line 55 rods, thence south 232.36 feet to place of beginning, containing 4.84 acres, more or less.

xx xx xx (other property described) xx xx xx.

The term of this lease is for a period of five years, beginning with the date of this lease.

Lessee shall not be required to dispose of any overburden or waste material resulting from his operations, back into the quarry from which it was taken.

Lessee shall have the right to assemble, install and maintain on the premises any and all machinery, equipment, building, loading facilities as may be necessary for the purpose of opening and quarrying, removing, crushing, screening, selling and delivering said cinder residue.

---22 continued.

Lessee shall have the right to enclose or isolate any quarry site where operations are carried on with temporary fences or buildings, for protection of such operations.

At any time during the term of this lease, or within a reasonable time after termination thereof, lessee may remove all buildings, fences, scales and any and all improvements and facilities placed on said premises by him for the purpose of carrying on operations contemplated by the operation of this lease and the same of cinder residue from said premises.

In consideration of the premises, the lessee covenants and agrees:

To pay to said lessor the sum of twenty (20) cents per ton for all cinder residue removed from said premises, payment for which shall be made to the lessor at Iola, Kansas, on or before the last day of each month for all cinder residue, removed the preceeding calender month.

It is agreed that this contract shall be binding upon the parties, their respective heirs, successors and assigns.

Attest: Stanley J. Kirk, (SEAL)  
Secretary

The J. B. Kirk Gas & Smelting Company  
By J. B. Kirk, President

J. B. Kirk, Lessee

---23---

J. B. Kirk, party of the  
first part,

AGREEMENT

Dated August 28, 1953

Ack. August 28, 1953  
By J. B. Kirk,  
Before G. E. Pees, N.P.,  
Allen County, Kansas (SEAL)

Ack. September 1, 1953  
By W. H. Leverett  
as its Corporate President  
Before Robert H. Glicker, N.P.,  
New York County, N.Y. (SEAL)

Filed Sept. 15, 1953 @ 2:30 P.M.

Recorded Book M-52, Page 110.

Cherryvale Zinc Company, Inc.,  
a New York corporation,

AGREEMENT, made this 28th day of August, 1953, by and between J. B. Kirk of Iola, Kansas, party of the first part, hereinafter called "Kirk" and Cherryvale Zinc Company, Inc., a New York corporation with an office at Cherryvale, Kansas, party of the second part, hereinafter called "Cherryvale",

WITNESSETH:

Reference is made to Exhibit "A" attached hereto for a description of five cinder residue dumps located in Allen County, Kansas, in the vicinity of the City of Iola. For purposes of identification, said dumps are numbered One, Three, Four, Five and Seven, respectively. The cinder residue may be valuable for the extraction of minerals, including zinc, lead, germanium, and possibly other metals.

Kirk represents that he holds Leases covering the lands upon which said dumps are located, and Kirk warrants that as lessee, he has a valid right subsisting during the term of this Agreement, to sell and deliver to Cherryvale the residue contained therein. Reference is made to the Lease by Howard L. Nelson and Milton A. Nelson, recorded in Book M-52 at page 95 of the records of the Register of Deeds of Allen County, Kansas, and to the Lease by The J. B. Kirk Gas and Smelting Company, recorded in Book M-52 at page 105 of said records, and operations under this Agreement shall be subject to the terms of said Leases.

Concurrently with the execution of this Agreement, Cherryvale agrees to pay Kirk the sum of Five Hundred Dollars (\$500.00), the receipt and sufficiency whereof is hereby acknowledged. In consideration of said payment, Kirk grants to Cherryvale for a period of six (6) months from the date of this Agreement, the right to remove five hundred (500) tons of cinder residue from dump number One, said residue to become the property of Cherryvale. Kirk also grants to Cherryvale the right to enter upon the premises and to sample the residues contained in any or all of the dumps herein referred to. It is the intention of Cherryvale within the period of six (6) months from the date of this Agreement to analyze and experiment with the five hundred (500) tons of cinder residue to be removed from the premises, and to sample the other dumps, for the purpose of determining whether it is economically feasible to remove and process the cinder residue, or any part thereof. Kirk agrees to make available to Cherryvale all maps and data which he has in his possession or may discover in his storage files pertaining to the various dumps and the mineral content thereof. Cherryvale agrees, upon request by Kirk, to advise him in the analyses of residue samples taken from said dumps and to inform him of Cherryvale's estimate of the number of tons of residue which could be removed from the dumps under the terms of this Agreement.

---23 continued.

In further consideration of the payment above specified, Kirk grants to Cherryvale the right to purchase the cinder residue contained in any one or more, or all, of the dumps described in Exhibit "A" by giving notice in writing to Kirk on or before six (6) months from the date of this Agreement of Cherryvale's intention to purchase. Said option shall extend to each of the five dumps separately, and in the event that said option is exercised as to any particular dump, Cherryvale shall be obligated to purchase all of the cinder residue contained in said dump which can, in the judgment of Cherryvale, be conveniently and economically removed for the purpose intended. Said notice may be given to Kirk personally or mailed to Kirk at 2 West Buchanan Street, Iola, Kansas.

In the event Cherryvale exercises said option to purchase, Cherryvale shall have one year from the date said notice is delivered to Kirk within which to enter upon the premises and remove the cinder residue, using so much of the surface of the premises as shall be necessary or convenient, and for said purpose Cherryvale shall have the right of ingress and egress over and upon any lands owned or leased by Kirk adjacent to a particular dump. Cherryvale shall make settlements for cinder residue so removed within fifteen (15) days following the close of each calendar month on the basis of One Dollar (\$1.00) per ton for cinder residue actually removed, weights to be adjusted for dry tonnage. It is understood by the parties that said sum of One Dollar (\$1.00) per ton shall be the full purchase price to be paid by Cherryvale for said cinder residue. Kirk agrees to make the payments to the lessors specified in the Leases above referred to. In event of failure to Kirk to make such payments, Cherryvale may make such payments, deducting the amount thereof from sums payable to Kirk hereunder. Cherryvale shall not be required to dispose of any overburden or waste material resulting from removal operations, or to back fill any pit or depression resulting therefrom.

This Agreement and option shall be binding upon and extend to the parties and their heirs, successors and assigns, respectively.

Executed as of the day and year first above mentioned,

J. B. Kirk

CHERRYVALE ZINC COMPANY, INC.  
By W. H. Leverett Pres.

Attest: (SEAL)

S. H. Almann Secy.

---23 continued.

EXHIBIT "A"

XX XX XX

DUMP NO. THREE: Containing 8,841 tons, more or less, of cinder residue located on that part of the SE/4 of Section 27, Township 24 South, Range 18 East of the Sixth Principal Meridian, bounded as follows:  
Beginning at a point 1320 feet North and 587 feet 5-2/3 inches West of the Southeast corner of the SE/4 of said Section 27, running thence west 16 Chains and 27 links; thence North 10 Chains and 62-2/3 links; thence East 16 chains and 71 links; thence South 10 Chains and 60-2/3 to the place of beginning, containing 17.49 acres, more or less; and  
That part of the SE/4 of Section 27, Township 24 South, Range 18 East of the Sixth Principal Meridian, bounded as follows:  
Beginning at a point 50 Feet West of the Center of the Railroad right of way of the K. C. L. & S. K. Ry Co. (now the A. T. & S. F. Ry. Co.) and 2019.6 feet North of the South line of said SE/4, running thence West 55 Rods; thence North 232.36 feet to the South line of public highway, thence East along said line 55 Rods, thence South 232.36 feet to place of beginning, containing 4.84 acres, more or less,  
All in Allen County, Kansas.

XX XX XX

---24---

Estate of J. B. Kirk, Deceased,  
By Stanley J. Kirk, Executor

and

Cherryvale Zinc Company,  
Incorporated, a New York Corp.

Consideration \$10.00

Witnesseth:

Whereas, Kirk represents that it holds leases covering lands more particularly described in "Exhibit A", annexed hereto and made a part hereof, and that as lessee it has a valid right subsisting during the term of this Agreement to sell and deliver to Cherryvale the cinder residue on said lands,

Now, therefore, in consideration of the payment of the sum of \$10.00 by Cherryvale to Kirk, receipt of which is hereby acknowledged, and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Kirk hereby grants to Cherryvale the right to purchase the cinder residue contained in any one or more or all of the dumps described in Exhibit A for a period of one year from the date of this Agreement. In the event Cherryvale shall purchase cinder residue from a particular dump, it shall be obligated to purchase all of the cinder residue contained in said dump which, in the judgment of Cherryvale, can be conveniently and economically removed for the purpose intended.

AGREEMENT

Dated October 24, 1956

Ack. October 31, 1956  
By Stanley J. Kirk, Executor  
of the Estate of J. B. Kirk,  
Deceased.  
Before Howard T. Upshaw, N. P.,  
Allen County, Kansas (SEAL)

Ack. October 26, 1956  
By W. H. (Unreadable) President  
Before Robert H. Glickler, N.P.,  
New York County, N.Y. (SEAL)

Filed Dec. 27, 1956 @ 3:30 P.M.

Recorded Book M-55, Page 143.

---24 continued.

2. During the term of this Agreement, Cherryvale shall have the right to enter upon the premises and remove the cinder residue, using so much of the surface of the premises as shall be necessary or convenient, and for said purpose Cherryvale shall have the right of ingress and egress over and upon any lands owned by leased by Kirk adjacent to the dumps.

3. Cherryvale shall make settlements for cinder residue so removed within 15 days following the close of each calendar month on the basis of \$1.00 per ton for cinder residue actually removed, weights to be adjusted for dry donnage. Said sum of \$1.00 per ton shall be the full purchase price to be paid by Cherryvale for the cinder residue. Kirk agrees to make the payments to the lessors specified in the Lease by Howard L. Nelson and Milton A. Nelson, recorded in Book M-52, at Page 95 of the records of the Registrar of Deeds of Allen County, Kansas, and in the Lease by the J. B. Kirk Gas and Smelting Company, recorded in Book M-52 at Page 105 of said records, and operations under this Agreement shall be subject to the terms of said leases.

4. Cherryvale shall not be required to dispose of any overburden or waste material resulting from removal operations, or to backfill any pit or depression resulting therefrom.

5. This agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

ESTATE OF J. B. KIRK, DECEASED  
By Stanley J. Kirk, Executor

ATTEST: E.H. Mann, (SEAL) CHERRYVALE ZINC COMPANY, INCORPORATED  
Secretary By W. H. (unreadable) Pres.

Approved this 31st day of October, 1956.  
Howard T. Upshaw  
Probate Judge of Allen County, Kansas.

---25---

Estate of J. B. Kirk, Deceased  
 By Stanley J. Kirk, Executor  
 Cherryvale Zinc Company,  
 Incorporated  
 By W. H. Leverett, President  
 Attest: E. H. Mann, Secretary  
 (SEAL)

## RELEASE

Dated October 24, 1957

Ack. January 2, 1958  
 By Stanley J. Kirk, Executor  
 of the Estate of J. B. Kirk,  
 Deceased.  
 Before G. E. Pees, N.P.,  
 Allen County, Kansas (SEAL)

Ack. January 7, 1958  
 By Warren H. Leverett, President  
 of Cherryvale Zinc Company,  
 Incorporated, and Elmer H.  
 Mann, Secretary of said Company,  
 Before Robert H. Glickler, N.P.,  
 New York County, N.Y. (SEAL)

Filed Feb. 24, 1958 @ 8:30 A.M.

Recorded Book M-55, Page 268.

## KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Agreement dated October 24, 1956, recorded in Miscellaneous Book 55, at Page 143, of the records of the Registrar of Deeds of Allen County, Kansas, the Estate of J. B. Kirk, deceased (hereinafter referred to as "Kirk") granted to Cherryvale Zinc Company, Incorporated (hereinafter referred to as "Cherryvale"), the right to enter on the lands described in Schedule "A", annexed hereto and made a part hereof, for the purpose of removing and purchasing cinder residue located on said lands.

Now, Therefore, the parties hereto, for good and valuable consideration, agree as follows:

1. Kirk acknowledges the full payment in full of all sums due and owing from Cherryvale under the terms of said Agreement and further acknowledges that Cherryvale has fully complied with all of the terms and conditions of said Agreement.
2. Kirk represents and warrants it has made all of the payments due from it under the terms of paragraph 3 of said Agreement.
3. Said Agreement is hereby terminated and declared fully discharged.

SCHEDULE "A"

XX XX XX

DUMP NO. TWO: Containing 8,841 tons, more or less, of cinder residue located on that part of the SE $\frac{1}{4}$  of Section 27, Township 24 South, Range 18 East of the Sixth Principal Meridian, bounded as follows: Beginning at a point 1320 feet north and 587 feet 5-2/3 inches West of the Southeast corner of the SE $\frac{1}{4}$  of said Section 27, running thence West 16 Chains and 27 links; thence North 10 Chains and 62-2/3 links; thence East 16 chains and 71 Links; thence South 10 Chains and 60-2/3 Links to the place of beginning containing 17.49 acres, more or less; and That part of the SE $\frac{1}{4}$  of Section 27, Township 24 South, Range 18 East of the Sixth Principal Meridian, bounded as follows: Beginning at a point 50 feet West of the center of the Railroad right of way of the K. C. L. & S. K. Ry. Co. (now the A. T. & S. F. Ry. Co.) and 2079.6 feet North of the South line of said SE $\frac{1}{4}$ , running thence West 55 Rods; thence North 232.36 feet to the South line of public highway, thence East along said line 55 Rods, thence South 232.36 feet to place of beginning, containing 4.84 acres, more or less, all in Allen County, Kansas.

XX XX XX



---26---

The J. B. Kirk Gas and Smelting  
Company, a corporation of  
Kansas  
By Stanley J. Kirk, President  
(SEAL)

to

Gerald L. Wright and Mary  
Lea Wright, husband and  
wife, as joint tenants  
with right of survivorship  
and not as tenants in common

Consideration - \$1.00

CORPORATION DEED-JOINT TENANCY

Dated May 4, 1967

Ack, May 4, 1967  
By Stanley J. Kirk, President  
of The J. B. Kirk Gas and  
Smelting Company  
Before Ruth Hoggatt, N.P.,  
Allen County, Kansas (SEAL)

Filed May 9, 1967 at 2:45 P.M.

Recorded Book 145, Page 605

(U.S.I.R. Stamps shown \$16.50)

Convey and Warrant: That part of the Southeast Quarter of  
Section 27, Township 24 South, Range 18 East of the Sixth Principal  
Meridian, described as follows, to-wit:

Commencing at a point at the intersection of the South  
line of the Right-of-way of the County Road and the  
West line of the Right-of-way of the A. T. & S. F. R. R.,  
which point is 2232.04 feet North and 536.74 feet West of  
the Southeast corner of said Section 27, thence South  
parallel to the West line of the right-of-way of the  
A. T. & S. F. R. R. 865.83 feet to where it intersects  
with the North line of the Right-of-way of the Mo. Pac.  
R. R., thence West parallel to the North line of the  
Right-of-way of the Mo. Pac. R. R. 1073.82 feet, thence  
North 2° 18' West 701.36 feet, thence East 195.36 feet,  
thence North 182.94 feet to the South line of the Right-  
of-way of the County Road, thence East parallel to the  
South line of the County Road 907.65 feet to the point  
of commencement.

except easements and rights-of-way of record, if any.

---27---

Gerald L. Wright and Mary  
Lea Wright, husband and wife,

to

The City of Iola, Kansas,  
a municipal corporation,

Consideration - \$30,000.00

WARRANTY DEED

Dated August 1, 1968

Ack. August 1, 1968

By Gerald L. Wright and Mary Lea  
Wright, husband and wife,  
Before Alberta Ann Jeffery, N.P.,  
Allen County, Kansas (SEAL)

Filed August 2, 1968 @ 2:30 P.M.

Recorded Book 147, Page 567.

Convey and Warrant:- That part of the Southeast Quarter of Section  
Twenty-seven (27), Township Twenty-four (24) South, Range Eighteen (18)  
East of the Sixth Principal Meridian, described as follows, to-wit:

Commencing at a point at the intersection of the South line  
of the Right-of-way of the County Road and the West line of  
the Right-of-way of the A. T. & S. F. R. R., which point is  
2232.04 feet North and 536.74 feet West of the Southeast  
corner of said Section 27, thence South parallel to the West  
line of the right-of-way of the A.T. & S. F. R. R. 865.83  
feet to where it intersects with the North line of the Right-  
of-way of the Mo. Pac. R. R., thence West parallel to the  
North line of the Right-of-way of the Mo. Pac. R. R. 1073.82  
feet, thence North 2° 18' West 580.11 feet, thence East  
397.98 feet, thence North 300 feet to the South line of the  
Right-of-way of the County Road which point is 2245.27 feet  
North and 1236.74 feet West of Southeast corner of said  
Southeast Quarter, thence East parallel to the South line of  
County Road 700.12 feet to point of commencement.

/s/ Gerald L. Wright

Mary Lea Wright

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The City of Iola, Kansas, a  
municipal corporation,

WARRANTY DEED

Dated July 18, 1969

to

Ack. July 18, 1969  
By Jack E. Hastings, Mayor of the  
City of Iola, a municipal corp-  
oration, and V.C. Perkins, City  
Clerk of said corporation  
Before Robert L. Gardner, N.P.,  
Allen County, Kansas (SEAL)

Marvin E. Boyer Oil Co.,  
Inc., a Kansas corporation,

Filed July 18, 1969 @ 4:00 P.M.

Consideration - \$6,500.00

Recorded Book 149, Page 86.

Conveys and Warrants:- That part of the Southeast Quarter (SE/4)  
of Section Twenty-seven (27), Township Twenty-four (24) South, Range  
Eighteen (18) East of the Sixth Principal Meridian, described as  
follows, to-wit:

Commencing at a point on the South line of the right-of-way of the  
County road, which point is 2245.27 feet North and 1236.74 feet  
West of the Southeast corner of said SE/4, thence East parallel to  
the South line of the right-of-way of the County road 50 feet, thence  
South 878.11 feet, more or less, to the North line of the right-of-way  
of the Mo. Pac. R.R., which point is 650 feet West of the west line  
of the right-of-way of the A.T. & S.R. R.R., thence West parallel  
to the North line of the right-of-way of the Mo. Pac. R.R., 423.82  
feet, thence North 2° 18' West 580.11 feet, thence East 397.98 feet,  
thence North 300 feet to the point of beginning.

The grantor reserves to itself, its successors and assigns, general  
utility easement being 10 feet in width off the east side of the  
above described property.

THE CITY OF IOLA, KANSAS

Attest: V. C. Perkins  
City Clerk (SEAL)

By: Jack E. Hastings Mayor

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Gerald L. Wright and Mary Lea  
Wright, husband and wife,

WARRANTY DEED

Dated May 10, 1967

to

Ack. May 22, 1967  
Before Margaret E. Bryson, N.P.,  
Allen County, Kansas (SEAL)

Filed May 22, 1967 @ 10:30 A.M.

Marvin E. Boyer Oil Co., Inc.,  
a Kansas corporation

Recorded Book 145, Page 636.

Consideration - \$1.00

(U.S.I.R. Stamps Shown \$2.20)

Convey and Warrant:- That part of the SE/4 of Section 27, Township 24 South, Range 18 East of the 6th Principal Meridian, described as follows, to-wit:

Commencing at a point on the South line of the Right-of-way of the County Road, which point is 2245.27 feet North and 1236.74 feet West of the Southeast corner of said SE/4, thence South 300 feet, thence West 397.98 feet, thence North 2° 18' West 121.25 feet, thence East 195.36 feet, thence North 182.94 feet to the South line of the Right-of-way of the County Road, thence East along the South line of the right-of-way of the County Road 207.53 feet to the point of beginning.